

# MINI Connected Terms

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## **1. You agree to the Terms.**

By executing a MINI Connected Subscriber Agreement, accepting the Connected Terms ("Terms") online, or using the Services, you agree to these Terms. These Terms are between the subscriber ("you") and MINI USA, a division of BMW of North America, LLC ("MINI") and govern the provision of MINI Connected Services.

**These Terms include arbitration, jury waiver, and limitation of liability provisions that limit your rights.** Please review the Terms in detail. Please refer to the "You waive any jury trial and class action rights" and "You agree to arbitration" sections below for more information. If you do not agree to the Terms, do not execute a MINI Connected Subscriber Agreement, accept the Terms online, or use the Services.

## **2. We may provide you with our Services.**

Subject to payment of any applicable fees, execution of any MINI Connected Subscriber Agreement, and acceptance of the Terms, MINI may provide, for qualifying vehicles, through its authorized service providers, emergency call, accident-assistance call, agent-assisted remote services, or concierge services (collectively "MINI Assist"), infotainment services, app store, Subscription Services, and other services (collectively "Services") in accordance with these Terms. Not all Services are available on all vehicles.

MINI may, in its sole discretion, for qualifying vehicles (a) include some Services with the purchase of a new vehicle (which may automatically expire after a specific period of time, as otherwise specified under the Terms, or due to infeasibility in technology); (b) offer Services for a one-time payment without any automatic renewal; (c) offer Subscription Services with automatic renewal (with a monthly or annual term); or (d) offer free trials. You may find descriptions of Services at <https://www.miniusa.com/why-mini/mini-connected-technology.html>, in your vehicle's owner's manual, or obtain them by contacting MINI Assist Customer Care at (866) 860-0060.

MINI may change the Services or Terms as described herein. MINI may suspend or terminate these Services in accordance with these Terms. MINI may use the Services to locate the vehicle, as MINI deems reasonable, in accordance with these Terms. MINI, or its authorized service providers, may contact you by voice call or text message in accordance with these Terms (see "We may contact you using email, text, or call" below).

### **3. Subscription Services for qualifying vehicles commence upon agreement.**

For qualifying vehicles, you become a subscriber to the Services when you agree to the terms ("Subscriber"). The term of your Services is specified (a) on the first page of the MINI Connected Subscriber Agreement, if one is available, (b) in confirmation communications via email or postal service from MINI received upon agreement execution, or (c) as shown under your account at <https://www.miniusa.com/why-mini/mini-connected-technology.html>. Please contact MINI Assist Customer Care at (866) 860-0060 or visit <https://www.miniusa.com/why-mini/mini-connected-technology.html> for details.

### **4. We may provide you with premium subscription Services for qualifying vehicles that renew automatically.**

a. **Subscription Services.** Customers may enroll qualifying vehicles in subscription services that MINI may offer in its sole discretion, such as MINI Digital Premium, which may include, map enrichments, access to a first-party or third-party app store, enriched individualization, and other digital services ("Subscription Services"), by subscribing to a monthly or annual service plan in-vehicle, online in your MINI account, or in the MINI app ("Standard Service Plan"). If a free trial is available for your vehicle, we may offer a free trial service plan for all or some services ("Trial Service Plan"). "Service Plan" means both a Trial Service Plan and Standard Service Plan. Unless otherwise provided, if a Trial Service Plan is offered, the Trial Service Plan may be activated by your logging in to your vehicle with your MINI account or online in your MINI account and ends upon the completion of the term specified for your Trial Service Plan. Prior to the provision of any Standard Service Plan or Trial Service Plan, you must have completed a MINI Connected Subscriber Agreement and agreed to the Terms for each vehicle. You may cancel the auto-renewal for your Standard Service Plan, where available, as described in the Terms, or you may terminate the Services as described in the Terms. The Trial Service Plan ends automatically. We may terminate your Service Plan or the Services in accordance with the Terms.

b. **Trial Service Plans.** MINI may, but is not obligated to, offer a Trial Service Plan, which is provided without payment of Subscription Services fees. MINI may vary, in its sole discretion, the

duration of your Trial Service Plan and the services available through the Trial Services Plan. The Trial Service Plan ends automatically at the end of the specified term.

c. **Standard Service Plans.** MINI may offer Standard Service Plans before, during, or after the Trial Service Plan. Standard Service Plans may be available with the option to subscribe and pay monthly ("Monthly Plan") or annually ("Annual Plan"). Unless otherwise stated, your Standard Service Plan for your Subscription Service renews automatically monthly or annually, depending on availability and your selection of the term duration.

## **5. Subscriptions require advance payment.**

a. **Advance payment.** All subscription fees must be paid in full in advance. The subscription fee for any Services or renewal you select must be paid in full before Services commence. By providing your credit card information, you authorize our service provider, on behalf of MINI, to charge your account for all fees, taxes, and other amounts due under Terms.

b. **Standard Service Plan.** As applicable and for qualifying vehicles, you may subscribe to a Standard Service Plan using your in-vehicle dashboard, online via your MINI account, in the MINI app, or other means offered by MINI. Before any Standard Service Plan Subscription Services commence, you shall pay any applicable subscription fees in advance and in full for the plan services, including all fees, taxes, and other amounts due, using payment methods MINI makes available to you, which may include payment in-vehicle, online via your MINI account, in the MINI app, or using other means offered by MINI. You may cancel the auto-renewal of a Standard Service Plan, free of additional charge, using your in-vehicle dashboard, online via your MINI account, using the MINI app, or by calling us at (866) 860-0060.

c. **Pricing.** From time to time, MINI may change the price for the Annual Plan or Monthly Plan by communicating any such price changes to you in advance, for example by posting the new prices on the in-vehicle dashboard in your vehicle, in the MINI app, online via your MINI account, in an email, or using other means. Price changes take effect at the earlier of either the start of the next Renewal Date following the date of the price change or your next use of the Services. By continuing to use Subscription Services after the price change goes into effect, you will be deemed to have accepted the new price. If you do not agree with the price change, you may reject it by canceling the auto-renewal of your Standard Service Plan prior to the price change going into effect.

d. **Taxes.** Tax rates are based on the rates in effect at the time of your monthly charge (for Monthly Plans) or annual charge (for Annual Plans). These amounts may change from time to time due to local tax requirements in your country, state, territory, county, or city. We may automatically apply any change in tax rate based on the account information you provide.

e. **Account Use.** You are solely responsible for individuals who use your account in the in-vehicle dashboard. You are solely responsible for any charges resulting from such use. You are solely responsible for the security of your passwords or other devices used to access the Services or the in-vehicle dashboard.

## **6. Subscriptions to Standard Service Plans may renew automatically.**

a. **Renewal Dates.** Your “Renewal Date” for Annual Plans is typically the date that is one (1) year after the date when your Annual Plan began and the corresponding date for each successive year thereafter. Your Renewal Date for Monthly Plans is typically the date that is one month after the date when your Monthly Plan began and the corresponding day of the month for each successive month thereafter. The timing of billing or renewal may vary based on the number of days in any given calendar month (for example, Monthly Plans starting on January 31 may renew on February 28).

b. **Automatic Renewal for Annual Plans.** If you subscribe to an Annual Plan, the plan automatically renews for successive one-year periods on each Renewal Date for your Annual Plan by charging the then current annual subscription amount, plus any taxes and applicable fees, to your account, unless you cancel the auto-renewal for your Standard Service Plan prior to the applicable Renewal Date in accordance with the Terms, or your Standard Service Plan is terminated either by you or by us prior to the Renewal Date in accordance with the Terms.

c. **Automatic Renewal for Monthly Plans.** If you subscribe to a Monthly Plan, the plan automatically renews for successive one-month periods on each Renewal Date for your Monthly Plan by charging the then current monthly subscription amount, plus any taxes and applicable fees, to your account, unless you cancel the auto-renewal of your Standard Service Plan prior to the applicable Renewal Date in accordance with the Terms, or your Standard Service Plan is terminated either by you or by us prior to the Renewal Date in accordance with the Terms.

## **7. You may cancel your Standard Service Plan.**

a. **Cancellation.** As applicable, you may cancel the auto-renewal of your Standard Service Plan at any time and for any reason using your in-vehicle dashboard, online in your MINI account, using the MINI app, or by calling us at (866) 860-0060. If you request cancellation of the auto-renewal of your Standard Service Plan, the effective date of the cancellation is the day of your request. Unless otherwise specified, upon cancellation of the auto-renewal of your Monthly Plan, the Monthly Plan Subscription Service continues until the end of the current month of subscription. Unless otherwise specified, upon cancellation of the auto-renewal of your Annual Plan, the Annual Plan Subscription Service continues until the end of the current year of subscription. Disconnecting or removing your account from the vehicle, selling or transferring the vehicle, or disabling or damaging the hardware relating to the Subscription Services does not cancel the auto-renewal of your Subscription Services. Unless otherwise terminated by MINI or by you in accordance with the Terms, your Subscription Services will continue to be billed until you cancel the auto-renewal of your subscription in accordance with the Terms.

b. **You must terminate or cancel your Standard Service Plan when you sell your vehicle.** If you sell your vehicle or terminate your lease during the term of the Standard Service Plan, you must either: (i) request termination of your Standard Service Plan by calling MINI Assist Customer Care at (866) 860-0060; or (ii) cancel the auto-renewal of your Standard Service Plan by using your in-vehicle dashboard, online in your MINI account, using the MINI app, or by contacting us at (866) 860-0060. You remain responsible for all charges for your Standard Service Plan, as applicable, until you either terminate or cancel the auto-renewal of your Standard Service Plan, even if you no

longer own, lease, or otherwise have access to the vehicle. We may terminate your Service Plan immediately upon being notified of the sale or termination of the lease of your vehicle, by you, a person authorized to act on your behalf, a dealer, or new owner or lessee.

c. **Bundles.** The specific services in your current Service Plan may only be available when bundled with other services, and not all services are available on a standalone basis.

## **8. You may be eligible for a refund.**

If you obtain a Service and it is terminated (by either MINI, you, or otherwise), the following refund policy may apply:

a. **Included Services and Trial Service Plans.** Included Services and Trial Service Plans are free of additional charge. Unless otherwise required by applicable laws, there are no refunds for Included Services or Trial Service Plans.

b. **Annually Renewing Plans and One-Time Payment Services.** If you terminate your Annual Plan within the first 30 days or terminate any Services that do not auto-renew within the first 30 days, you may receive a full refund of the amount paid. Otherwise, there are no refunds for such Services, except (i) at MINI's sole discretion, and (ii) as otherwise required by applicable laws.

c. **Monthly Renewing Plans.** There are no refunds for Monthly Plans, except (i) at MINI's sole discretion and (ii) as otherwise required by applicable laws.

d. **Discretionary Refunds, Discounts, or Consideration.** Notwithstanding anything to the contrary herein, we may, in our sole discretion, provide a refund, discount, or credit to some or all of our customers. This does not entitle you to similar refunds, discounts, or credits in the future, nor does it obligate us to provide any such refunds, discounts, or credits, for any reason, in the future. Where required by applicable law, MINI will provide a refund.

e. **No Cash Value.** Free Services, Included Services, free trials, discounts, or other promotional items (such as coupons or gift cards) may not be redeemed for cash and do not have any cash value. If discounted services are refunded, any associated promotional items automatically expire. If MINI changes the Services, MINI may, but is not required to, offer a refund, discount, or credit associated with such change. Only a Primary Subscriber can request a refund, discount, or credit.

## **9. Our Services may include apps provided through an app store.**

MINI may provide you with access to first-party or third-party apps for personal, non-commercial purposes. Apps are licensed, not sold. This license does not transfer any commercial, promotional, copyright, or ownership rights to you. MINI hereby provides you with a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license in the U.S. during the term of the Terms to access and use the first party apps in your qualifying vehicles for your personal, non-commercial purposes in accordance with the Terms. As applicable, you agree to comply with the licensing obligations relating to third-party apps and consent to the collection of your information in accordance with the third-party apps you install. Your license to the first-party or third-party apps automatically terminates if you breach any applicable Terms relating to those first-party or third-party apps. Third-party app providers may enforce their licenses and terms against you. If

third-party providers do not include a license relating to their app, then the license described above for MINI's first-party apps also applies to third-party apps.

#### **10. Our Services may include wireless services.**

The Services may use commercial mobile wireless services purchased from one or more third-party providers for the Services (the "Underlying Wireless Carrier"). The Terms do not give you any rights against the Underlying Wireless Carrier. The Underlying Wireless Carrier is, however, an intended third-party beneficiary of the protections of the Terms. If your vehicle is equipped with Wi-Fi Hotspot, you may connect your personal device to the Hotspot; however, access to the internet requires you to register with the Underlying Wireless Carrier and purchase a data plan. For new vehicles, a preliminary trial offer may be available.

#### **11. We do not endorse Third Parties.**

From time to time, by or through its websites, apps, services, products, vehicles, or in-vehicle dashboard, MINI may link or refer to websites, apps, products, or services owned or operated by a third party ("Third Parties"). Third Parties are controlled and operated by third parties, not MINI. MINI does not endorse, authorize, sponsor, or affiliate with respect to Third Parties, or their owners, sponsors, or providers. MINI may remove any Third Parties at its sole discretion. Third Parties may offer you apps subject to a license and other legal obligations, which you agree to comply with.

#### **12. Our Services may include limitations.**

The Services are provided by MINI using an embedded telematics device installed in your vehicle (the "telematics control unit") that receives global positioning satellite (GPS) signals and communicates via wireless and landline communications networks, which may result in a voice and data connection with a response center. The telematics control unit is not intended to place or receive personal calls and may only place calls to our service providers as permitted under the Terms. The availability and use of Services are subject to many limitations including the following:

- a. emergency call and service requests (eCall and Teleservices) may already be pre-activated and may not require your activation;
- b. personalized Services (including, where available, advanced real-time traffic information, news, weather, remote door unlock, or vehicle finder) only become available upon execution of a MINI Connected Subscriber Agreement, acceptance of terms, payment of any applicable fees, and use of applicable online accounts or apps;
- c. certain Services are available only if your vehicle ignition is on;
- d. all Services require your vehicle battery to be charged and operational;
- e. depending on regulatory requirements or market availability, Services may be available within the United States, Canada, Puerto Rico, and in certain other countries or U.S. territories;
- f. if your vehicle is being operated outside the Services availability area, the Services may be subject to data usage limitations or restricted entirely;

- g. Services are available only when your vehicle's telematics control unit is in range of a transmission site of the Underlying Wireless Carrier or a transmission site of another company that has agreed to carry its calls and there is sufficient network capacity at that moment;
- h. Services will not be available if the wireless network requires the use of PIN codes;
- i. Services may be impaired by landline and wireless communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, and other factors and conditions;
- j. there are places, particularly in remote areas, with no service at all from the Underlying Wireless Carrier;
- k. Services may be affected by inherent limitations of your vehicle's electrical system and architecture, or if any of the components of your vehicle's telematics control unit have been damaged or are defective;
- l. Services are not available if the GPS system is not working (map CD or DVD may be required) or the signals are obstructed;
- m. certain programming limitations of the GPS system may impair the ability to determine your vehicle's precise location;
- n. Services may be limited to geographic areas where map data and emergency (911) contact information is available in our databases which may be less than that which is otherwise generally available;
- o. Services may be limited or unavailable based on the information provided from third-party service providers; and
- p. Services may be limited due to your vehicle's telematics control unit's use of digital cellular telephone signals. If the Underlying Wireless Carrier or MINI terminates or restricts digital service, the Services may not be available.

### **13. Our Services may vary by vehicle model.**

The [Service Availability Matrix of Factory-Installed Options](#) provides an overview of when certain features became available on certain vehicle models. The availability of features depends on vehicle options, vehicle software version, and other technical restrictions. To confirm eligibility of a feature for a particular vehicle, please visit the [ConnectedDrive Store](#) and log in with the MINI account associated with that vehicle.

### **14. There may be errors in published pricing.**

There may be errors in published pricing. MINI may vary prices in its sole discretion and based on various factors.

### **15. We prohibit certain illegal conduct.**

You agree to use the Services only for lawful purposes and only as permitted under the Terms. MINI, in its sole discretion, may determine which uses of the Services are improper or



unauthorized. MINI may take any appropriate action in response to improper or unauthorized uses of the Services, including, but not limited to, blocking any user of the Services. The Services are not intended for children under the age of 13.

You agree not to do any of the following:

- a. anything illegal or that violates a contractual obligation;
- b. attempt to derive or use source code from the Services (including, for example, selling or modifying or preparing derivative works from it), unless otherwise specifically permitted;
- c. copy, translate, disassemble, decompile, adapt, modify, or attempt to reverse-engineer the Services or any software or programs used in connection therewith;
- d. take any action to circumvent or defeat the Services' security or content usage rules or that permits unauthorized entry or access to computer systems;
- e. engage in activity that infringes upon the rights of others, including MINI's or any third party's intellectual property rights or rights pertaining to privileged, confidential, proprietary, or trade-secret information;
- f. publicly display or use the Services to share inappropriate content or material (involving, for example, material that is defamatory, derogatory, indecent, harassing, violent, or otherwise objectionable or which is contrary to the [MINI USA Privacy Policy](#) or otherwise injurious to MINI or third parties);
- g. use the Services to engage in activity that is harmful to you, the Services, or others (for example, transmitting viruses or corrupted data, transmitting files that invoke malicious software code, unsolicited electronic mass mailings, advocating violence, stalking or harassing others, violating the legal rights or a legal duty to others, or violating national or international laws);
- h. engage in activity that violates the privacy of others (including intercepting or attempting to intercept electronic mail not intended for you or collecting information about others without their consent);
- i. engage in activity that is fraudulent, false, misleading, or involves the sale of counterfeit or stolen items (including impersonating another or misrepresenting an affiliation with any person or organization);
- j. circumvent any restrictions on access to or use or availability of the Services (including uploading to or transmitting on the Services any advertisements or solicitations of business, or restricting or inhibiting the use of the Services by others);
- k. post "spam" or statements political in nature, use the Services to transmit commercial solicitations (except those MINI pre-approves), post chain letters or engage in other similar activities;
- l. use the Services in a way that creates liability for MINI or causes MINI to lose the services of our service providers;

- m. use the Services to access the information and content programmatically by macro or other automated means;
- n. use the Services for any purpose other than personal purposes, including, without limitation, for commercial purposes;
- o. use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, internet agent, or other automatic device, program, algorithm, or methodology that serves similar purposes to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Services;
- p. use the Services in any way that slows the transferring or loading of any web page or app or interferes with the normal operation of the Services; or
- q. engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by MINI, may harm MINI or users of the Services or expose them to liability.

Although the Services may be accessible worldwide, any Service is void where prohibited by law. Accessing the Services from territories where its contents are illegal or unlawful is prohibited.

#### **16. You may terminate the Services.**

You may terminate Services for your vehicle. All terminations are subject to the refund policies herein. You may terminate your Services by contacting MINI Assist Customer Care at (866) 860-0060. You may remove your vehicle from your Connected account on <https://www.miniusa.com/why-mini/mini-connected-technology.html>, or by contacting MINI Assist Customer Care at (866) 860-0060, or you may remove your vehicle from your Connected account using the MINI app, or successor app, if available for your vehicle. Any Included Services continue until you or MINI terminates them in accordance with these Terms or until the Services expire.

#### **17. You may transfer some Services.**

For qualifying vehicles, all services that are provided included free of additional charge by MINI ("Included Services"), excluding Trial Service Plans, may stay with the vehicle and continue from one owner or lessee to the next owner or lessee, as applicable. Unless otherwise specified, Services that you pay for after the expiration of the term of the Included Services, including the Standard Service Plan, may stay with the vehicle and continue from one owner or lessee to the next owner or lessee, as applicable, for the duration of the term, unless the Services are terminated by MINI or by you. You may not transfer your Services from one vehicle to another vehicle.

#### **18. You may disable the Services.**

You may disable the Services in their entirety. You may also disable the devices from your Underlying Wireless Carrier in the vehicle where available. You may disable the Services by calling MINI at (866) 860-0060 or visit <https://www.miniusa.com/why-mini/mini-connected-technology.html> for details. You will need to sign a Customer Instruction to Disable Services in order to disable the Services, which is available in Exhibit A of the Terms.

Where available, you will need to contact your Underlying Wireless Carrier to disable the wireless devices in your vehicle. If you terminate but do not disable your Services, your vehicle may still connect to cellular networks and enable Wi-Fi Hotspot usage until you terminate your data plan with the Underlying Wireless Carrier. Terminating or disabling the Services does not result in the termination or disabling of any active data plan for your in-vehicle Wi-Fi Hotspot with the Underlying Wireless Carrier. If you choose to terminate or disable the Services and would also like to terminate any data plan with the Underlying Wireless Carrier, you must terminate any data plan directly with the Underlying Wireless Carrier.

#### **19. You have certain duties.**

You shall:

- a. be fully responsible for the protection and any use of your Connected account login credentials;
- b. follow the instructions for use of your vehicle's telematics control unit and the Services;
- c. accurately furnish all contact and other information requested by MINI and notify MINI immediately of any change in the information or in the ownership of your vehicle;
- d. accurately and truthfully report information to MINI (such as when using emergency call or stolen vehicle tracking services);
- e. properly maintain your vehicle and the telematics control unit;
- f. not use the Services in violation of any laws or for any unlawful or abusive purpose;
- g. not use the Services in any manner unintended by MINI, the service providers, or the Underlying Wireless Carrier;
- h. not use the Services in any manner that could harm MINI, the service providers, the Underlying Wireless Carrier, or any other person;
- i. use the map routing and traffic information, concierge, and all other content included in the Services only for your own personal use and not resell, retransmit, or modify the information and content; and
- j. comply with any other reasonable requirements or restrictions requested or imposed by MINI, the service providers, or the Underlying Wireless Carrier.

#### **20. Primary Subscribers manage the account.**

As the Primary Subscriber, you manage the account and Services for the vehicle. Up to six Secondary Subscribers may be added to the account. As a Primary Subscriber and as applicable, you may (a) add or remove other users as Secondary Subscribers, (b) handover the Primary Subscriber role to a Secondary subscriber for the same vehicle (that is who will become the Primary Subscriber) and (c) purchase Services as applicable. Primary Subscriber's actions under the account apply to and bind Secondary Subscribers. If your vehicle is so equipped, vehicle login may result in automatic setup as a Primary Subscriber or Secondary Subscriber associated with the login credentials. You are responsible for managing the settings in your vehicle that activate or

deactivate the automatic setup. Both the Primary Subscriber and the Secondary Subscriber agree to be bound by the Terms.

**21. You agree to pay all applicable fees, taxes, and other charges.**

You are responsible for and agree to pay, as applicable, all prices, tariffs, amounts, sales and telecommunications taxes, and all other taxes, fees, and charges imposed on you, MINI, the service provider, the Underlying Wireless Carrier, or the telematics control unit manufacturer in connection with the purchase and installation of the telematics control unit and the provision and use of the Services. Any applicable taxes, fees, and charges will be charged to you.

You are responsible for keeping your payment information up to date and may update it through your MINI account. We may cancel your order, subscription, or Service if we are unable to successfully charge your payment method. You agree that MINI may store the payment sources you provide.

We may use available card information updater services from card associations, payment service providers, or issuers to update any outdated or incorrect credit card or other payment information to continue to bill you under an existing Service. You expressly authorize us to: (a) verify your credit card or other payment information either ourselves or through a service provider; (b) receive updated account information from the entities issuing your credit card or otherwise involved in any other forms of payment; (c) charge all amounts for which you are responsible to the credit card you submitted or process the amount due using another payment option you have provided. You remain responsible for any uncollected amounts you owe us.

**22. We may modify the Services or Terms.**

From time to time, MINI may, in its sole discretion, modify these Services or Terms by giving you notice on its website or app. We may give you notice by posting a new version of the Services or Terms online at <https://www.miniusa.com/why-mini/mini-connected-technology.html> or in the MINI app. Unless MINI states otherwise in its notice, the amended Services or Terms will be effective immediately. Your continued access or use of the Services after our notice indicates your acceptance to the modified Services or Terms. If you do not agree with any modification, then you may not use the Services. MINI may, in its sole discretion, change, suspend, or terminate the Services with prior notice to you (including on its website or app), including, without limitation, as a result of changes in laws, wireless carrier, or technology. You shall frequently monitor our websites, including <https://www.miniusa.com/why-mini/mini-connected-technology.html> or a website that replaces that website, or app for modifications to the Services or Terms. From time to time, MINI may, in its sole discretion, make minor or non-material changes to the Services or Terms without prior notice.

The MINI app is governed by the MINI Terms, which are incorporated herein by this reference. In the event of a conflict between the MINI Terms and the MINI Connected Terms, the MINI Connected Terms govern with respect to its subject matter.

**23. We are not responsible for any failures or delays in emergency situations.**

When our service provider receives an emergency signal from your vehicle, our service provider will attempt to determine if an emergency exists. If so, the service provider may attempt to contact you and the appropriate public safety access point ("PSAP") to request assistance and may also attempt to call one of your third-party emergency contacts. By providing emergency contact information for those individuals you select as emergency contacts, you and the emergency contact hereby authorize MINI to contact them in such emergency situations. Neither MINI nor the service provider guarantees that the service provider will actually receive an emergency signal or call from your vehicle or that the service provider will successfully contact the appropriate emergency agency or your third-party emergency contacts if it does receive an emergency signal or call, or that emergency personnel will respond to the call or locate your vehicle. MINI, the service provider, or the Underlying Wireless Carrier are not responsible for any failure or delay of a PSAP in responding to an emergency or for the quality of service delivered, whether the failure is the fault of MINI, the service provider, the Underlying Wireless Carrier, or any other third-party service provider.

#### **24. We may terminate or suspend your Services.**

- a. **Without Cause.** We may terminate the Services for any reason. If we terminate the Services without cause (due to no fault on your part), where practicable, we will attempt to give you notice at least 30 days prior to the effective date of termination. We may cease providing some or all of the Services to you at any time and for any reason, even for reasons unrelated to you or your account with us.
- b. **With Cause.** We may terminate your Service Plan, or any or all of the Services, without prior notice to you for cause, including, but not limited to, your breach of any part of Terms (including, but not limited to, the compliance with laws section), your sale or termination of the lease of your vehicle, your failure to pay amounts due to us or one of our service providers (including, but not limited to, where your payment source is unable to be charged), interference with our efforts to provide services or with our business, excessive use (as defined below), or use of the Services for illegal or improper purposes. We may, in our sole discretion, allow reactivation of your Service Plan or all or some of the services but are not obligated to do so.
- c. **Excessive Use.** If MINI determines, in its sole discretion, that (i) your usage of the Services interferes or could interfere with MINI's ability to provide Services to its other subscribers, (ii) your usage of the Services interferes with or could interfere with the Underlying Wireless Carrier's or any other service provider's ability to service its other customers, or (iii) your usage constitutes a nuisance or is otherwise not consistent with these Terms, then MINI may, in its sole discretion, suspend, modify, or terminate the Services, without prior notice.
- d. **Refunds.** If MINI provides a refund to you, your applicable Services will automatically terminate. If MINI terminates the Terms for cause, you may not access the Services, and you will not be entitled to a refund or credit except in MINI's sole discretion.
- e. **Suspensions.** We may temporarily suspend your Service Plan, or any or all of the Services, for any reason, including any of the reasons permitting termination herein.

f. **MINI's Rights.** These rights are in addition to any others MINI may have. If MINI brings an action to enforce its rights against you, you shall pay all reasonable costs of enforcement, including attorneys' fees.

**25. We are not responsible for acts or events outside of our control.**

MINI or the service providers will not be responsible for the failure to provide Services to you if caused by any of the following: any act or omission of the Underlying Wireless Carrier or any other wireless carrier (including interruption of wireless service), or any emergency agency or any other third-party service provider or product provider; equipment failures or shortages; damage to the response center, any land or wireless communications networks, or the GPS system; acts of nature, acts of God, labor strikes, pandemics, epidemics, or war; or any other act or event that is outside of the reasonable control of MINI or the service providers. Under any of these circumstances, MINI may, in its sole discretion, suspend or terminate all or some of the Services or terminate the Terms without prior notice to you and without any liability, credit, or refund.

**26. There may be third-party beneficiaries.**

MINI affiliates, the service providers and their affiliates, MINI centers and their affiliates, the Underlying Wireless Carrier and its affiliates, and any other third-party service or product providers involved in delivering the Services (for example, providers of map data, traffic and routing information, concierge, and other content) are intended third-party beneficiaries of the Terms. The disclaimer of warranties, limitations of liability, and other protections of the Terms extend to these third-party beneficiaries. To the extent any of these third-party beneficiaries impose further terms on providing services (for example, the end user terms covering navigation and location data), by using the Services, you also agree to be bound by those additional terms. A copy of any additional terms can be obtained upon request at [customercare.miniassist@miniusa.com](mailto:customercare.miniassist@miniusa.com).

**27. We disclaim all warranties to you.**

a. Your vehicle's limited warranty includes the telematics control unit in your vehicle but does not cover the Services or any wireless services.

b. **Your use of the Services or any wireless services is at your own risk. MINI, the service providers, the Underlying Wireless Carrier, and any other third-party beneficiary exercise no control over and have no responsibility whatsoever for the content or information transmitted or accessible through the Services or the Underlying Wireless Carrier's wireless service. MINI, the service providers, Underlying Wireless Carrier, and any other third-party beneficiary expressly disclaim any responsibility for such content and information.**

c. **The Services, Underlying Wireless Carrier's services, any wireless services, and related content and materials are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, availability, quiet enjoyment, merchantability, or fitness for a particular purpose relating to the Services or Third Parties.**

d. **MINI, the service providers, Underlying Wireless Carrier, and any other third-party**

**beneficiary do not represent or warrant that the service will meet your requirements, prevent unauthorized access by third parties, or be uninterrupted, secure, error free, or without loss of content, data, or information. Transmissions related to the Services or over any wireless networks may not be secure. Any data, material, or information of any kind whatsoever uploaded, downloaded, or otherwise obtained through the use of the Services and any wireless services is done at your own discretion and risk.**

**e. MINI does not endorse and is not responsible for the capability, quality, content, security, availability, or reliability of any product or service obtained from Third Parties. Your use of Third Parties is at your own risk and subject to the terms for such websites, apps, products, or services.**

**f. You are solely responsible for any loss of data, material, or information during, or that results from, your use of the Services or any wireless services including, but not limited to, sending, receiving, uploading, or downloading data, material, or information.**

**28. We limit our liability to you.**

**a. The Services are provided to you merely as a convenience and are not intended as a substitute for insurance. The amount of fees for Services are not related to the value of your vehicle or its contents or to the potential cost of any injury or loss suffered by you or anyone else. You should obtain and maintain adequate insurance covering such injuries and losses.**

**b. Except where prohibited by law, you release MINI, the service providers, the Underlying Wireless Carrier, and all other third-party beneficiaries from any and all claims, liabilities, and losses arising from or relating to:**

- i. The Services, including, but not limited to, claims for personal injury or property damage arising from the total or partial failure of performance of the Services, even if caused by the negligence of MINI, the service providers, the Underlying Wireless Carrier, or any third-party beneficiary, or the errors or malfunction of the vehicle's underlying technology or telematics hardware;**
- ii. The disclosure of information relating to the stolen car recovery efforts or other legally required or compelled disclosures;**
- iii. Any monitoring or recorded conversations;**
- iv. Liabilities and losses (including physical injury or death) that you or others may suffer arising from or relating to emergency situations or the Services;**
- v. The unavailability of the Services or any wireless services, including, without limitation, the inability to reach 911 or other emergency services or any failure or fault relating to equipment or Services provided to you; and**
- vi. The collection, use, and disclosure of wireless communication information.**

**These releases extend to any party making claims under you, including, without limitation, your insurance company that may have a right of subrogation.**

- c. **Except where prohibited by law, MINI, the service providers, the Underlying Wireless Carrier, or any third-party beneficiary are not liable for consequential, indirect, incidental, special, or punitive damages, or lost profits or savings arising from or relating to the Services, the MINI Connected Subscriber Agreement, or the MINI Assist unit, even if MINI, the service providers, the Underlying Wireless Carrier, or any third-party beneficiaries are aware of the possibility of such damages. These limitations under this section apply to all claims, including, without limitation, claims in contract or tort (such as negligence, product liability, and strict liability).**
- d. **Except where prohibited by law, if MINI, the service providers, the Underlying Wireless Carrier or any other third-party beneficiary is found liable for any reason, the aggregate liability of MINI, the service providers, the Underlying Wireless Carrier or any other third-party beneficiary for any claim arising from or relating to the Terms or Services is limited to the greater of (1) total amount paid by you for the Services during the 12 months preceding the date your claim arose or (2) \$100. This amount is the sole and exclusive liability of MINI, the service providers, the Underlying Wireless Carrier, and any other third-party beneficiaries to you and is not payable as liquidated damages or as a penalty.**
- e. **MINI, the service providers, the Underlying Wireless Carrier, or third-party beneficiaries would not have agreed to provide the Services to you if you did not agree to this limitation of liability under this section.**
- f. **Except where prohibited by law, you may not bring any claims against MINI, the service providers, the Underlying Wireless Carrier, or third-party beneficiaries more than one year after the claim arises.**
- g. **You shall indemnify MINI, the service providers, the Underlying Wireless Carrier, and all other third-party beneficiaries against all claims, liabilities, and losses brought by third parties, in whole or in part, arising from or relating to (i) the Terms or your use of the Services and (ii) your failure to notify us if you change your phone number, including but not limited to all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.**
- h. **Some jurisdictions may not allow certain limitations and exclusions of liability, so the above limitations or exclusions may not apply to you. In such states, our liability to you is limited to the greatest extent permitted by law.**

## **29. You waive any jury trial and class action rights.**

**With respect to any dispute with MINI or our service providers, arising out of or relating to your use of the Services, Materials, or these Terms, you hereby (i) give up your right to have a trial by jury; and (ii) give up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving such dispute. Neither an arbitrator nor an arbitration provider shall have the authority to hear, arbitrate, or administer any class action or to award relief to anyone but the individual in arbitration, except as provided in the "You agree to**



arbitration" section below.

**30. You agree to arbitration.**

**A. In General.**

You and MINI hereby agree that any dispute, claim, or controversy arising out of or relating to the Services, Materials, or these Terms will be settled in binding arbitration between you and MINI—not in a court of law ("Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

You and MINI hereby waive the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and MINI otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. Notwithstanding the foregoing, both you and MINI retain the right to bring an individual action in small claims court (if your claims qualify and so long as the matter remains in such court and advances only on an individual, non-class, non-collective, non-coordinated, non-consolidated, non-representative basis) and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of either party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

You and MINI agree that each individual claim for arbitration must set out the identity of the plaintiff and the plaintiff's counsel, a detailed description of the legal claims being asserted and the requested relief, including a good-faith calculation of the specific amount in dispute.

You and MINI agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative or private attorney general action or proceeding. Unless both you and MINI agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, class, or private attorney general action or proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claims. Any relief awarded cannot affect other users.

The arbitration will be conducted by the American Arbitration Association ("AAA" or "arbitration provider") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. Please review the [AAA's rules](#). The use of the word "arbitrator" in this provision will not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the [AAA's rules](#) will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form notice of dispute. The parties agree that, before either party demands

arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Agreement to Arbitrate ("Pre-Arbitration Informal Dispute Resolution"). Multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If you are represented by counsel, your counsel may participate in the Pre-Arbitration Informal Dispute Resolution, but you shall also fully participate in the Pre-Arbitration Informal Dispute Resolution. The party initiating the claim must give notice to the other party in writing of their intent to initiate the Pre-Arbitration Informal Dispute Resolution, which shall occur within 30 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. If you and MINI are unable to resolve the claims described in the notice within sixty (60) days after the notice is sent, you or MINI may initiate arbitration proceedings. Engaging in the Pre-Arbitration Informal Dispute Resolution is a condition precedent that must be fulfilled before commencing arbitration, and the arbitrator shall dismiss any arbitration demand filed before completion of Pre-Arbitration Informal Dispute Resolution. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Pre-Arbitration Informal Dispute Resolution process required by this paragraph.

A form for initiating arbitration proceedings is available on the [AAA's website](#). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. By signing the demand for arbitration, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.

The arbitration hearing will be held in a location agreed between you and us. If we cannot agree, either party may request an arbitrator to decide the location of the hearing. If the value of the relief sought is \$10,000 or less, you or MINI may elect to have the arbitration conducted by telephone or based solely on written submissions, which election will be binding on you and MINI, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you or MINI may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute. The arbitrator will be selected by the parties from the AAA's (or if not the AAA, the applicable

arbitration provider's) roster of arbitrators. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the AAA (or if not the AAA, the applicable arbitration provider) will appoint the arbitrator in accordance with its rules.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator is not bound by rulings in prior arbitrations involving different users. The arbitrator's award is final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the [AAA's rules](#). Unless otherwise determined by the arbitrator, each party will be responsible for their own fees. Any and all disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the arbitrator. If such a dispute arises before an arbitrator has been appointed, and if no Special Master has been requested by either party pursuant to Section 30(D) of these Terms, the parties agree that (i) the due date for any disputed fees shall be stayed pending resolution of the parties' dispute, (ii) a panel of three arbitrators shall be appointed to resolve the parties' dispute concerning a party's obligation to pay fees or costs of arbitration, (iii) the panel of arbitrators shall be appointed by each party selecting one arbitrator from the AAA's (or if not the AAA, the applicable arbitration provider's) roster to serve as neutral arbitrators, and these arbitrators shall appoint a third neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration administrator will select the third arbitrator, (iv) MINI shall pay any administrative fees or costs incidental to the appointment of a panel of arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrator(s), as well as room rental, and (v) the arbitrator(s) shall issue a written decision with findings of fact and conclusions of law. If two or more fee disputes between a claimant and MINI arise at or around the same time, the disputes may be consolidated for resolution by a single arbitrator or panel of arbitrators either at the agreement of the parties or the election of the party common to all such disputes.

#### **B. Opting Out of Arbitration.**

Notwithstanding anything to the contrary in this section, you may choose to pursue your claim in court and not by arbitration if you opt out of this Agreement to Arbitrate within 30 days from the earlier of: (1) the date you accept these Terms, or (2) the date you first agreed or assented to an agreement with MINI that contained an arbitration provision. The opt-out notice must be postmarked no later than the applicable deadline and mailed to MINI USA, Attn: MINI Motorer Relations, 200 BMW Drive, Woodcliff Lake, NJ 07677. The opt-out notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number and email address. This procedure is the only way you can opt out of this Agreement to Arbitrate, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the Agreement to Arbitrate, all other parts of these Terms, including but not limited to the

**"You waive any jury trial and class action rights" section regarding waiver of jury trial and class action rights, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.**

### **C. Mass Action Waiver.**

**Except as otherwise provided herein, you acknowledge and agree that any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration, except as provided in subsection D below. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief ("Mass Action Waiver"). The parties agree that the definition of a "Mass Action" includes, but is not limited to, instances in which you or MINI are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or MINI's behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in the Terms, this Mass Action Waiver does not prevent you or MINI from participating in a mass settlement of claims.**

**Notwithstanding any provision to the contrary in the applicable arbitration provider's rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Each party shall select one arbitrator from the arbitration provider's roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) MINI shall pay any administrative fees or costs incidental to the appointment of arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators' resolution of the parties' dispute. If the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver described above, the parties shall have the opportunity to opt out of arbitration within 30 days of the arbitrator's or panel of arbitrator's decision in this regard. You may opt out of arbitration by providing written notice of your intention to opt out to the arbitration provider and to MINI USA, Attn: MINI Motorer Relations, 200 BMW Drive, Chestnut Ridge Road, Woodcliff Lake, NJ 07677, via USPS Priority Mail or hand delivery. This written notice must be signed by you, and not any attorney, agent, or other representative of yours. MINI**

may opt out of arbitration by sending written notice of its intention to opt out to the arbitration panel and to you or your attorney, agent, or representative, if you are represented. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and MINI's right to appeal the court's decision. All other claims will be arbitrated.

For the avoidance of doubt, the ability to opt out of arbitration described in this Section 30(C) only applies if the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver. If the parties proceed with arbitration, the parties agree that arbitrations will be batched as provided in Section 30(D) below.

#### **D. Batching.**

To increase efficiency of resolution in the event a Mass Action is filed and neither party exercises its right to opt out of arbitration as described above, the following procedure will apply.

At the request of either party, an arbitrator shall be selected according to the applicable arbitration provider's rules to act as a special master ("Special Master") to resolve threshold disputes regarding the propriety of some or all the arbitration demands submitted in the Mass Action ("Mass Arbitration Demands") at the discretion of the Special Master.

Any such request must be made within 15 days following the expiration of the opt-out period described above and may be made by providing written notice to the arbitration provider. Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the Mass Arbitration Demands to which a dispute has been raised. No further payment for filing fees, administrative costs, or arbitrator fees will be deemed due with respect to any of the Mass Arbitration Demands as to which a dispute has been raised until after the disputes have been resolved by the Special Master. MINI shall be responsible for the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

A Special Master appointed pursuant to this procedure will have no authority to consolidate cases.

After proceedings before the Special Master have concluded, to the extent any of the Mass Arbitration Demands are permitted to proceed, the parties shall group the Mass Arbitration Demands into batches of no more than 100 demands per batch by state of residence, and then alphabetically by last name and shall inform the arbitration provider of the batches and their compositions within 14 days of the conclusion of proceedings before the Special Master. The arbitration provider shall treat each batch of claims as one case, with each case having one demand for arbitration, one appointed arbitrator, and one set of administrative documents and administrative and filing fees per batch.

A separate arbitrator will be appointed to, and administrative and filing fees assessed for,

each batch as the batch proceeds to arbitration. You agree to cooperate in good faith with MINI and the arbitration provider to implement such a batch approach to resolution and fees. Nothing in this provision shall be construed as limiting the right to object that the filing or presentation of multiple arbitration demands by or with the assistance of the same law firm or organization violates any term of this Agreement to Arbitrate.

#### **E. Delegation.**

Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement to Arbitrate, including without limitation any claim that all or any part of this Agreement to Arbitrate is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues.

#### **31. Our Privacy Policy governs the processing of your information.**

a. In addition to the privacy provisions herein, the [MINI USA Privacy Policy](#), which is incorporated herein, governs our collection, use, disclosure, sharing, or other processing of the information that we collect about you. We may change the [MINI USA Privacy Policy](#) in accordance with its terms, including by posting a revised version on our website, or a website that replaces that website, or app. The current Privacy Policy can be accessed at <https://www.MINIusa.com>. Comments or inquiries about our Privacy Policy, or requests for a copy, should be directed to MINI Motorer Relations at (866) 275-6464, by e-mail to [mini.assistance@askminiusa.com](mailto:mini.assistance@askminiusa.com), or by writing to **200 BMW Drive, Woodcliff Lake, NJ 07677**

b. Where permitted by applicable law and depending on Services availability and functionality, in providing you the Services, MINI may collect, retain, use, and share and otherwise process, including using your vehicle's sensing, on-board diagnostic modules, cameras, microphones, and other hardware, among other things, the following:

- i. Contact data (such as last name, first name, address, email address, and others) and account data (for example, payment method);
- ii. Vehicle data, such as an electronic or other record of your vehicle's description, status, control messages, precise location, direction of travel, vehicle service reminders, diagnostic trouble codes, tire pressure, service dates and condition, fuel and odometer readings, state of charge, battery voltage, coolant temperature, service requirements, and other telematics or vehicle service information;
- iii. Incident data, such as data about collisions, the direction from which your car was hit, which airbags have deployed, and safety belt usage; information about anyone making a Services call from your vehicle or under your account, including the date, time, and duration of the call, information and recommendations provided to you during the call, and any MINI Assist response specialist notes written during a call; and other information;
- iv. Location data, such as your vehicle's location or other information when (1) you or other occupants in your vehicle request Services; (2) your airbag deploys or a severe impact

occurs; (3) your vehicle is equipped to provide stolen vehicle recovery and you report your vehicle as stolen; or (4) as required or permitted by law;

- v. Service data, such as data from your vehicle as it relates to providing Services, dynamic traffic information (traffic jams, road hazards, parking spaces, and other information), environmental information (such as local weather in your area), user profile information (such as personalized news, email, infotainment providers, and others), and other information;
- vi. If the vehicle is so equipped and Services and functions activated, video, image, audio, or speech data relating to certain user-triggered or automatically-triggered events from on-board interior exterior cameras, or microphones; and
- vii. Other data as permitted or required by applicable law.

c. We may use the information we collect from or about you or your vehicle to deliver the Services, manage subscriber account, improve occupant and vehicle safety, prevent fraud or misuse of the Services, analyze and research, improve your service experience at MINI centers, enhance overall ownership experience, provide relevant in-car or in-app information, businesses, locations, advertising, and other purposes.

d. We may share certain information that we collect with our service providers, such as the call centers, wireless carriers, roadside assistance, emergency and concierge service providers, MINI dealers, members of the MINI Group, and other entities that assist with delivery of the Services. We may also share information as necessary with third parties for analysis and research purposes. We may also disclose information to individuals designated by you to be contacted in an emergency. By providing emergency contact information for those individuals you select as emergency contacts, you represent and warrant that you have obtained authorization for MINI to contact these individuals for the purpose described herein. When required, we may disclose information, including location data, vehicle telematics data, any audio or video, or other collected data, to comply with the law, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies, to enforce the terms of the Terms, or protect the rights of MINI or others. We may also use and share your information as requested by you to provide you with our Services, including providing you with the services you requested from service providers or third parties or providing your vehicle data to the third party or service provider that you requested to have access to your vehicle information. These service providers or third parties may include insurance carriers, insurance services providers, dealers, advertisers, advertising services providers, or others.

e. For quality assurance or security purposes, calls to service providers may be monitored or recorded. You consent to such monitoring and recording. When stolen vehicle recovery service is properly initiated, a MINI Assist Response Specialist will attempt to determine the location of the vehicle without the occupant's knowledge, in order to assist in recovering the vehicle.

f. When using the concierge Service, our concierge service provider may disclose information that you provide to them to other third-party service providers in order to provide the products and

services that you request. This section and the MINI USA Privacy Policy do not apply to those providers.

g. You consent to wireless communications relating to your vehicle to enable our service providers to deliver the Services to you and other occupants of your vehicle and the collection, use, and disclosure of information.

h. You may make a request to access, correct, delete, or exercise other applicable rights relating to your personal information in accordance with applicable laws by calling (866) 860-0060, by sending an email to [customercare.miniassist@miniusa.com](mailto:customercare.miniassist@miniusa.com), or by logging into your account on the MINI app, or successor app, where available for your vehicle.

### **32. You must comply with all applicable laws and regulations.**

a. You shall comply with all laws and regulations applicable to the Services and your use of the Services.

b. You may not use, export, re-export, import, sell, or transfer any aspect of the Services except as authorized by United States law and any other applicable laws and regulations.

c. You represent and warrant that you will not use the Services for any purposes prohibited by US law, including, without limitation, the development, design, manufacture, or production of nuclear missiles or chemical or biological weapons.

d. You may not export or re-export Services to (i) any US embargoed countries; (ii) anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Persons List or Entity List; or (iii) any other jurisdiction subject to applicable restrictive measures lists, such as trade, military, economic, or financial sanctions, laws, or embargoes.

e. You represent and warrant that you are not listed on or located in any US Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List or any other applicable restrictive measures lists such as trade, military, economic or financial sanctions, laws, or embargoes, including lists of specially designated nationals or blocked persons lists mandated, imposed, or adopted by the relevant authorities of the United States or other jurisdictions.

f. MINI may refuse, suspend, cancel, or terminate the Services, without notice and without liability, for any actual or reasonably-perceived breach of this section.

### **33. We may contact you using email, text, or call.**

MINI, its service providers, and partners may contact you via email, text, or voice call regarding matters related to Services. MINI may, but is not obligated to, use vehicle dashboard communication (for example message display) to inform you about Services, trials, expirations, renewals, or other messages, as applicable. When you access or use the Services, you agree to communicate with us electronically and consent to receive communications from us electronically.

MINI may offer email, text, or messaging services to provide various types of information or



services to you. You may receive customer service, security-related, or marketing email, text, or voicemail messages.

By using the Services, you agree to receive emails, text messages, or calls from MINI, its service providers, and partners at the email addresses and phone number you may have provided to us. By providing us your phone number, you confirm that you are the owner or primary user of the phone number. You agree to receive automated texts or calls to confirm your phone number. Frequency may vary and message and data rates may apply. Consent to receiving calls or text messages is not a condition of service from MINI. We may use an automatic telephone dialing system or prerecorded voice messages to communicate with you.

If your email address or phone number changes, you are responsible for updating your information. You may do so by notifying us using the information provided below ("You may contact us with your questions or concerns"). If you discontinue your phone service, you must unenroll from the text messaging services. If you want to opt out of receiving text messages from MINI, please respond by texting STOP to the number you received a message from. We may send a confirmation message that validates your desire to unsubscribe.

**34. The Services may employ wireless networks.**

The Services may employ wireless networks that use radio channels to transmit audio, video, and data. MINI does not guarantee the privacy nor security of such transmissions over the wireless networks.

**35. You must have the authority to enter into the Terms.**

You represent and warrant that you have the right, power, and authority to enter into the Terms and provide us with the information described herein.

**36. Our rights are not waived by our failure to exercise a right.**

If MINI fails to exercise any of its rights under these Terms, any such failure does not constitute a waiver of such right or any other rights under the Terms. A waiver of any part of the Terms in one instance will not be a waiver of any other part or any other instance.

**37. We may provide you with notice using various methods.**

MINI's notices to you will be deemed given (i) if deposited in the U.S. mail, postage prepaid, addressed to you at the last known address as shown on our records, (ii) if delivered to you by email to the last known email address as shown on our records, or (iii) if given via our website <https://www.miniusa.com/why-mini/mini-connected-technology.html> (or a website that replaces that website) or app for modifications to the Services or Terms. You shall provide us with notice in writing at 200 BMW Drive, Woodcliff Lake, New Jersey 07677 Attn: MINI Motorer Relations.

**38. Some provisions survive termination.**

Provisions of the Terms relating to limitation of liability, indemnification, arbitration, venue, choice of law, and any other provisions that by their nature should survive, will survive the termination of these Terms.

### **39. You may not assign these Terms.**

We may assign the Terms, in whole or in part and in its own discretion, without notifying you. You may not assign the Terms. Any assignment in violation of these Terms is void and without effect.

### **40. Only unenforceable terms are severed.**

These Terms, including disclaimer of warranties and limitations of liability, will be enforceable against your heirs, successors, and assigns. If any portion of the Terms is held to be invalid or unenforceable by a court, the remainder of the Terms will continue to be valid and enforceable. The unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision.

### **41. You agree to New Jersey governing law and venue.**

Except as may otherwise be provided in Section 30 above, the Terms are governed by New Jersey law without giving effect to its conflict of laws provisions. Except with respect to disputes subject to arbitration, exclusive jurisdiction over any cause of action arising out of or relating to the MINI Connected Subscriber Agreement, Terms or your use of the Services is in the state or federal courts located in Newark, New Jersey and you submit to the jurisdiction of such courts. We retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

If for any reason a dispute or claim under the Terms proceeds in court rather than arbitration: (i) you and MINI waive any right to a jury trial; (ii) the dispute or claim will proceed solely on an individual, non-class, non-representative basis; and (iii) neither you nor MINI may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

### **42. These Terms state our entire agreement.**

a. Except to the extent otherwise set forth herein, the Terms set forth the entire understanding between MINI and you with respect to your access to and use of the Services. The Terms replace all prior understandings between us.

b. The Terms are not for the benefit of any third party except as expressly provided herein.

### **43. The Terms may be retained in electronic form.**

The MINI Connected Subscriber Agreement or Terms may be signed, delivered, and retained in electronic form.

### **44. Section headings are provided for convenience only.**

The section headings are provided merely for convenience and must not be given any legal import.

### **45. We may obtain specific performance or other equitable relief.**

Access, use, or disclosure of Services in violation of these Terms may cause immediate and irreparable harm to MINI or any third-party beneficiaries for which money damages may not constitute an adequate remedy. MINI may obtain specific performance and injunctive or other

equitable relief, in addition to its remedies at law or equity.

**46. You may contact us with your questions or concerns.**

If you have any questions or concerns about the Terms, you may contact us at [customercare.miniassist@miniusa.com](mailto:customercare.miniassist@miniusa.com) or write to MINI USA, Attn: MINI Motorer Relations, 200 BMW Drive, Woodcliff Lake, New Jersey 07677. For questions or concerns regarding Connected matters, you may contact MINI Connected at (866) 860-0060 or by email at [customercare.miniassist@miniusa.com](mailto:customercare.miniassist@miniusa.com).

#### **47. Exhibit A - Customer Instruction to Disable Services.**

Customer hereby instructs that connected services for their MINI vehicle be disabled and agrees to these terms ("Customer Instruction") relating to their instruction to disable connected services. Customer and MINI are together the Parties to this Customer Instruction. This Customer Instruction includes a mandatory binding arbitration provision and trial by jury and class action waivers, which limit Customer's rights in the event of a dispute related to the Customer Instruction.

##### **1. Customer understands connected features to be disabled.**

Customer acknowledges and agrees that the features and functionality of the MINI Assist system, including Automatic Collision Notification, Stolen Vehicle Recovery, TeleService, among others, were disclosed to Customer. Automatic Collision Notification, a part of the MINI Assist Emergency Call feature (eCall), is a service that is designed to alert the MINI Assist Response Center if an airbag deploys or a severe impact occurs and give information about the accident location, type of collision and injury probability.

##### **2. Customer instructs that automatic collision notification be disabled.**

Customer acknowledges that, notwithstanding this disclosure, Customer has instructed that the MINI Assist system, including the Automatic Collision Notification service of the MINI vehicle, Stolen Vehicle Recovery, TeleService, and all other connected services be disabled ("Instruction to Disable"). Customer understands that the MINI Assist system will be deactivated and further acknowledges that none of the MINI Assist system, including Automatic Collision Notification, will be available to Customer. If the vehicle is equipped with WiFi Hotspot, and Customer has an active data plan in place with the Underlying Wireless Carrier, Customer must first cancel their data plan with the wireless carrier. Until such cancellation is done, although Customer will not have access to the MINI Assist Services, the Instruction to Disable cannot be fully completed to the extent that Customer's vehicle will still have the ability to register and connect to the cellular network.

##### **3. Customer understands risks.**

Customer further acknowledges that the Instruction to Disable involves certain risks, known and unknown, and that injuries, death, property damage or other harm could occur to Customer or others as a result of Customer's Instruction to Disable. As set forth herein, Customer accepts and voluntarily incurs all risks, known and unknown, of any injuries, death, damages, or harm which may arise out of, relate to, or result from the Customer's Instruction to Disable.

##### **4. Customer releases MINI.**

**Customer releases and forever discharges MINI, all authorized MINI centers, as well as all other third parties involved in the delivery of the MINI Assist services, including automatic collision notification, among others, and each of their subsidiaries, affiliates, and parents and their officers, directors, agents, employees, contractors, licensors, service providers, partners, and assigns [collectively hereafter, "MINI and Related Entities" or separately "MINI" or "Related Entities"], from and against any and all injuries, damages, losses, claims, or**

**demands, whenever occurred, whether known or unknown or caused by negligence or otherwise, which arise out of, relate to, or result from the Instruction to Disable.**

**MINI and Related Entities do not assume any liability for the disabling of the connected services. The disabling of the connected services is entirely at Customer's own risk.**

**To the extent permitted by law, in no event will MINI or Related Entities be liable for any damages of any kind, under any theory of law or equity, arising out of or in connection with the Instruction to Disable, including any direct, indirect, incidental, special, consequential, exemplary, or punitive damages.**

**To the extent permitted by law, this limitation of liability includes, without limitation, death, personal injury, property damage, lost profits, goodwill, data or other losses, costs of obtaining substitute service or lost opportunity, or damages resulting from delay, interruption in service, mechanic or electronic equipment failure, failure of communication lines, telephone, or other interconnects, unauthorized use or access to or alteration of Customer's transmission of data, theft, operational errors, statements or conduct of anyone involved, any force majeure event, errors, omissions or other inaccuracies, or Customer's interaction with service providers for MINI or Related Entities, whether or not MINI or Related Entities has been negligent or been advised of the possibility of any such damages.**

**Neither MINI nor Related Entities has any responsibility or liability for any loss or damage of any kind that Customer may suffer as a result of Customer's interaction with service providers for MINI or Related Entities.**

**To the extent permitted by law, regardless of the limitation of liability disclaimers in this section, if MINI or a Related Entity is found to be liable, together MINI's and Related Entity's total liability to Customer or any third party is limited to \$100.**

Some jurisdictions do not allow the exclusion of certain liabilities; therefore, some of the above exclusions may not apply to Customer.

## **5. Customer indemnifies MINI.**

Customer further agrees, at their own expense, to defend, indemnify and hold harmless MINI and Related Entities from any and all injuries, damages, losses, claims or demands (including reasonable legal fees), whether caused by negligence or otherwise, arising out of, relating to, or resulting from the Instruction to Disable. This also includes Customer's breach of the Customer Instruction of this Instruction to Disable, violation of applicable laws, or violation of any rights of any third party.

## **6. Customer agrees to arbitration, New Jersey governing law, and waives a jury trial.**

**The arbitration agreement, New Jersey governing law provision, and the jury trial waiver provisions in the Terms continues to apply to this Customer Instruction.**

## **7. This Customer Instruction states our entire agreement.**

The Customer Instruction sets forth the entire understanding between MINI and Customer with respect to the subject matter of the Customer Instruction. The Customer Instruction replaces all prior understandings between MINI and Customer regarding their Instruction to Disable the MINI connected services.

**8. MINI may assign the Customer Instruction.**

MINI may assign the Customer Instruction at will without prior written notice to Customer. Customer may not assign the Customer Instruction. The Customer Instruction applies to Customer, MINI, and their permitted successors and assigns.

**9. Parties agree to use electronic signatures and records.**

Customer agrees to use electronic signatures and records relating to the Customer Instruction and acknowledges that such signatures and records are adequate and enforceable.

**10. Customer has the power to agree.**

Customer warrants that it has the power and authority to agree to this Customer Instruction.

**11. Customer agrees to the Customer Instruction.**

Customer has read, understands, and agrees to this Customer Instruction voluntarily.